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June 30, 1995

William F. Caton
Acting Secretary
Federal Communications Commission
Mail Stop 1170
1919 M Street, N.W., Room 222
Washington, D.C. 20554

Dear Mr. Caton:

Re: *RM 8643, Petition for Rulemaking of Pacific Bell Mobile Services Regarding a Plan for Sharing the Costs of Microwave Relocation*

On behalf of Pacific Bell Mobile Services, please find enclosed an original and six copies of its *"Reply Comments"* in the above proceeding.

Please stamp and return the provided copy to confirm your receipt. Please contact me should you have any questions or require additional information concerning this matter.

Sincerely,

Enclosure

No. of Copies rec'd 0+5
List A B C D E

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

Petition for Rulemaking of Pacific Bell Mobile Services Regarding a Plan for Sharing the Costs of Microwave Relocation	)	RM 8643

REPLY COMMENTS OF PACIFIC BELL MOBILE SERVICES

Pursuant to Section 1.405 of the Commission's Rules, Pacific Bell Mobile Services ("PBMS") hereby responds to issues raised in the comments to its Petition for Rulemaking regarding a plan for sharing the costs of microwave relocation.

I. Introduction

As Personal Communications Industry Association ("PCIA") notes in its comments, we have decided to join in supporting the modifications to our plan proposed by PCIA.[1] There were only two significant differences between our proposal and theirs. One, our plan required sharing for both adjacent channel and co-channel interference. The PCIA plan limits cost sharing to co-channel interference. Two, we proposed a higher cap on reimbursement. In the interest of industry consensus we now support the PCIA modifications. The need for a cost sharing plan is urgent, and we have no interest in having disagreements over two details delay or defeat the establishment of a plan.

[1] PCIA, pp. 3-4.

We are pleased to note that a majority of the commenters supported the concept of a cost sharing plan. Many of those that expressed concern or objections misunderstood the way the plan would work. We will address those areas of confusion as well as respond to additional issues raised by the comments.

II. The Cap Limits Reimbursement To A PCS Licensee, Not Compensation To The Microwave Incumbent.

Several commenters representing incumbent microwave licensees misunderstood the effect of the cap. The Association of American Railroads ("AAR") states that "In essence, Pacific Bell is now asking the Commission to give it and other A/B auction winners a free ride equaling any relocation costs greater than $600,000.... The subsidy requested in the Petition would come at the expense of railroads, utility companies and users of other microwave services with links in the 2 GHz band."[2] The Metropolitan Water District of Southern California ("MWDSC") states that it is concerned that "should the Commission propose and adopt Pac Bell's cap, that 'uncompensated' costs would have to be borne by Metropolitan's ratepayers."[3]

These commenters are under the impression that the cap limits their compensation per link. It does not. It limits the amount that is subject to the cost sharing formula. Under the PCIA modification, if we relocate a link with a new tower that costs us $600,000, only $400,000 would be subject to cost sharing. However, the limit on the amount subject to cost sharing does not affect the microwave licensee who still receives a relocation valued at $600,000.

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[2] AAR, p. 6.

[3] MWDSC, p. 5.

III. The Cap Does Not Harm The Microwave Incumbents.

Several commenters raise the issue that the cap will create an artificial ceiling on the price of a link.[4] A cap will affect the bargaining stance of the PCS licensees but it will not prevent the payment of the full value of a "comparable" system.

The Commission should keep in mind that microwave incumbents are being counseled to take a very aggressive bargaining position during the voluntary period. For example, the law firm of Keller and Heckman has issued an announcement that includes the following: "Keller and Heckman is counseling its clients that this initial voluntary negotiation period is not about engineering or 'comparable facilities'. It is about the marketplace." See attachment A. However, the voluntary period was not created to turn microwave licenses into a profit center. It was created to "prevent disruption of existing 2 GHz services."[5]

Reasonable requests will be unaffected by the cap. The cap may serve to temper unreasonable requests. If it does, that is all to the good.

IV. The Cost Sharing Proposal Encourages The Relocation Of Microwave Systems.

Several commenters expressed reservations about the plan because of the concern that it does not allow for the relocation of a system as opposed to an individual link.[6] Although the reimbursement formula is on a per link basis, it does not in any way discourage the relocation of a system. In fact, it specifically provides for it. If a PCS licensee relocates a system and some of the links are outside of its service area, it is entitled to 100% reimbursement for each such link up to the cap.[7] The next PCS provider paying that 100% percent reimbursement then becomes full

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[4] American Petroleum Institute, p. 3; City of San Diego, p. 7.

[5] In the Matter of Redevelopment of Spectrum to Encourage Innovation in the Use of New Telecommunications Technologies, 8 FCC Rcd 6589, para. 16 (1993).

[6] City of San Diego, pp. 3-5; American Petroleum Institute, p. 4

[7] Petition for Rulemaking of PBMS, pp. 9-10.

owner of the interference rights and is entitled to all future reimbursement. PCIA specifically addresses this positive aspect of our plan in its comments.[8]

This is a significant benefit to the microwave incumbents. Without a cost sharing plan in place, there will be little incentive for the relocation of systems.

V. Reimbursement Is Limited To Specific Cost Categories

Several parties raise the issue that the plan does not take into account non-monetary exchanges.[9] This is correct. Reimbursement is limited to specific cost categories. We listed those in Appendix A. PCIA listed the categories they considered appropriate for reimbursement in footnote 11. This does not prohibit parties from providing "non-money" exchanges as a result of PCS relocation negotiations. However, they cannot seek reimbursement for items that are not listed in the approved list of cost categories.

It is important to keep in mind that the formula does not attempt to recover all costs associated with a relocation. In order to avoid arguments over what are the standard vs. premium costs of a relocation, it identifies specific cost categories and it depreciates the cost for later entrants. If the formula were to include every conceivable cost associated with a relocation, PCS licensees would argue with each other as to what was an appropriate cost for reimbursement. The formula and cost categories were designed to be straightforward in order to avoid disputes and to encourage the process to move forward quickly and smoothly.

UTC suggests that as an alternative to a specific formula, "the Commission require mandatory negotiations between PCS licensees that would have required relocation of a microwave station and the PCS licensees holding the 'interference rights' to the relocated station."[10] The City of San Diego also supports creation of spectrum rights without the valuation formula.[11] Without any kind of valuation formula, there would be difficult and time-consuming

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[8] PCIA, p. 16.

[9] American Petroleum Institute, pp. 7-8. Utilities Telecommunications Council ("CTC"), p. 6.

[10] UTC, p. 8.

[11] City of San Diego, p. 8.

debates before any compensation was paid. Our goal in submitting the plan was to solve the free rider issue with a minimum of opportunity to engage in disputes.

Also, the formula sets a cap on compensation. Parties have the ability to negotiate lesser amounts. For example, the second PCS provider to enter the market may negotiate a lesser amount than what would be required by the formula. The third PCS provider should only be required to negotiate with the holder of the interference rights if he seeks to provide compensation that would be less than the formula. This is appropriate because the holder of the interference rights has the same interest as subsequent entrants into the market, and it would be inefficient to have all those who paid negotiating with the next market entrant. The advantage of the formula is that is permits some flexibility but creates a framework for cost sharing that allows relocation to move forward quickly.

VI. Obligation To Participate In Cost Sharing Expires At The End Of 10 Year License Period

The City of San Diego suggests that the there should be a time limit after which PCS licensees would be allowed to operate in the cleared band without being subject to cost sharing.[12] Southwestern Bell Mobile Services raises the same issue and suggests that any obligation to participate in cost sharing should expire at the end of five years.[13] Our plan includes the formula which uses a straight-line 10 year depreciation period which is consistent with the term of the license. For this reason, we believe that the rule should be effective for 10 years.

VII. The Later PCS Licensees Including The Designated Entities Will Benefit From A Cost Sharing Plan.

The comments of Duncan, Weinburg, Miller and Pembroke appear to suggest that the A and B licensees may move to relocate microwave incumbents and the C through F licensees

[12] City of San Diego, p. 7.

[13] Southwestern Bell Mobile Services, p. 6.

will be harmed because negotiations had already taken place.[14] To the contrary, a cost sharing plan that promotes quick deployment of PCS will benefit any subsequent PCS licenses. If many of the microwave incumbents have been moved, it is an advantage to subsequent licensees. They can get to market quickly without having to go through negotiations with incumbents. All they have to do is pay a share of the cost. They do not have to expend administrative resources in negotiating and actually relocating a link which is a very time intensive process.

VIII. A Clearinghouse Can Address Issues Of Confidentiality

UTC raises a concern about issues of confidentiality with respect to a clearinghouse as well as how the clearinghouse would be funded and how it would function.[15] PCIA's comments have addressed the issue of a clearinghouse in more detail, and they have answered these concerns. With respect to confidentiality, PCIA states that "At a minimum, data assembled by the clearinghouse will be available only to participants in the clearinghouse and only upon a demonstration of need for the information."[16]

PCIA also indicates that the functions of the clearinghouse would include 1) collection of necessary information regarding actual costs and relocation; 2) administration of payment system; and 3) participation in resolution of disputes, such as whether interference would occur, whether cost documentation was adequate, and whether parties have complied with the cost allocation formula.[17] Funding would be paid for by PCS industry members involved in relocation efforts and those who benefit from the efforts.

We agree with PCIA on the role of a clearinghouse. We are confident that a clearinghouse will promote efficient administration of the cost sharing program and will relieve the Commission of the need to expend any significant amount of its limited resources in this area.

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[14] Duncan, Weinberg, Miller and Pembroke, pp. 5-6.

[15] UTC, p. 9.

[16] PCIA, p. 18.

[17] PCIA, pp. 17-19.

IX. Only Those Parties That Benefit From The Relocation Would Be Required To Pay Any Share Of The Costs.

Southwestern Bell Mobile Services raises concerns about the definition of interference and when the requirement to contribute arises.[18] "PCS providers should have the ability to show that their system simply would not have interfered with the path that has been relocated."[19] Our cost sharing plan allows for this. The required interference analysis will determine if interference would have occurred but for the relocation of the link. Interference will be calculated pursuant to TIA Bulletin 10 or other industry-accepted standard. This is a very straightforward system. Moreover, after a link has been relocated subsequent entrants in a market will have the opportunity to determine if it is less expensive to make the required contribution or to engineer their system so it will not interfere with a particular link. This allows subsequent entrants to make truly cost efficient decisions.

X. The Commission Should Act Quickly With Respect To Cost Sharing.

Several commenters raise issues beyond the scope of our petition. For example, Sprint suggests that a rulemaking proceeding should also reform the voluntary negotiation period and minimize unjust enrichment by incumbent microwave system operators.[20] Southwestern Bell Mobile Systems, Inc. urges the inclusion of issues such as the definition of comparable facilities and clarification of what qualifies for primary status of newly licensed microwave links.[21] While we agree that there are other important issues regarding microwave relocation, a rulemaking that encompasses all of these issues is apt to move more slowly than if there is a single focus. If the Commission decides to issue a Notice of Proposed Rulemaking that covers additional issues, we

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[18] Southwestern Bell Mobile Services, pp. 3-4.

[19] Id. at p. 5.

[20] Sprint, p. 1.

[21] Informal Supplemental Comments of Southwestern Bell Mobile Systems, Inc., pp. 2-3 and 6-8.

urge the Commission to focus on a cost sharing plan in a separate phase so that it can move forward very quickly on that issue. As the Cellular Telecommunications Industry Association ("CTIA") notes, "It is critical that the FCC act on Pacific Bell's Petition without delay."[22] For this reason we agree with BellSouth's recommendation that the Commission condition all PCS licenses on compliance with any cost sharing rules ultimately adopted.[23]

XI. Conclusion.

As PCIA outlined in its comments, adoption of a cost sharing plan for microwave relocation costs is a win-win for all interested parties. The microwave incumbents benefit because the plan 1) encourages the relocation of systems, 2) lowers their transaction costs because they will have to deal with a small number of PCS licensees, and 3) encourages relocation to move forward quickly and smoothly which will minimize disruption of their operations. The PCS providers benefit because a cost sharing plan eliminates the free rider problem, encourages relocation which will support the rapid deployment of PCS. Designated entities benefit because cost sharing should allow them to enter the market quickly since many links will be cleared already and they will not have to expend resources in arranging for relocation. Moreover, they can pay their share in installment payments. Finally, the public will benefit from the rapid deployment of PCS and the smooth transition of the microwave incumbents to a different part of the spectrum.

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[22] CTIA, p. 5.

[23] BellSouth, p. 3.

We respectfully request that the Commission move quickly to issue a Notice of Proposed Rulemaking on our Petition as modified by PCIA and to handle the Rulemaking in an expedited manner. The comments to our proposal support such action.

Respectfully submitted,

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KELLER AND HECKMAN
LAW OFFICES

Opportunity Knocks for 2 GHz Incumbents

FCC Announces Commencement of Voluntary Negotiations

by Raymond A. Kowalski

Now that the auctions for Block A and B PCS licenses are closed, the next step toward the creation of PCS systems in the United States is the relocation of point-to-point microwave systems that presently occupy the 2 GHz band earmarked for PCS systems. PCS licensees ultimately can force the microwave incumbents to leave the band by providing them with "comparable facilities." However, before the two sides resort to such involuntary relocations, the Federal Communications Commission (FCC) is hoping that they will be able to come to mutually agreeable terms for early and voluntary microwave system relocation.

On April 18, 1995, the FCC officially announced that the period of voluntary negotiations between microwave incumbents and the winners of the A and B block PCS auctions had begun as of April 5, 1995. Under the FCC's rules, this voluntary negotiation period will run for two years, except for incumbent public safety microwave systems, which will have three years for voluntary negotiations.

Microwave incumbents now are beginning to receive overtures from agents for the PCS auction winners. As the negotiations commence, it is vital for microwave incumbents to understand what is being negotiated during this period. Although the PCS auction winners might indicate otherwise, these negotiations are not about "comparable facilities." Rather, they are about the early and voluntary departure of the microwave incumbents from the 2 GHz band.

The issue of "comparable facilities" has almost nothing to do with this phase of the negotiations. The requirement for the PCS licensee to provide the microwave incumbent with "comparable facilities" comes into play only when an incumbent microwave licensee is being "involuntarily" relocated under the FCC's "mandatory" relocation rules. Involuntary relocation, however, may not be reached for three to five years.

Keller and Heckman is counselling its clients that this initial voluntary negotiation period is not about engineering or "comparable facilities." It is about the marketplace.

The FCC's mandatory relocation rules preserve the microwave incumbents' rights, but there is no magic formula to accomplish that goal. During the voluntary relocation period, microwave incumbents are free to negotiate whatever terms and conditions they believe are appropriate under the circumstances.

The questions and answers on page 3 may help incumbent microwave licensees understand the nature of the voluntary negotiation period. ♦

Keller and Heckman Takes on PCIA

Ten days after the FCC announced that the voluntary negotiation period had begun, PCIA, the trade association for the PCS industry, wrote a letter to FCC Chairman Hundt, seeking to change the ground rules.

PCIA decried the possibility that incumbent microwave licensees might try to extract "excessive payments" from PCS auction winners during the voluntary negotiations. Therefore, it asked the Chairman to eliminate the voluntary negotiation period, cap the allowable compensation and do away with the microwave licensee's right to restoration of its 2 GHz system if its replacement system turns out to be inadequate.

Learning of this letter, Keller and Heckman wrote to Chairman Hundt, defending the incumbents' rights to negotiate the best terms possible for their early and voluntary departure from the 2 GHz band.

This attempt to intimidate microwave incumbents and to contaminate the negotiation process is ample evidence of the tactics that will be employed against unwary microwave licensees.

More 2 GHz Relocations

FCC Proposes Reallocation of Spectrum for Mobile Satellite Service

by John Reardon

Despite previous indications that use of the bands in the 2 GHz range would not be changed for the foreseeable future, the Federal Communications Commission (FCC) has adopted a Notice of Proposed Rule Making in ET Docket 95-18 (Notice) that looks toward reallocating the bands 1990-2025 MHz and 2165-2200 MHz for use by the Mobile Satellite Services (MSS).

Incumbent licensees currently operate a significant number of stations in these bands. Like the incumbent licensees who must move in order to make room for Personal Communications Services (PCS), these licensees also will be required to relocate their facilities if the FCC's proposal becomes final.

The 1990-2025 MHz band is part of a band that is currently allocated for the Broadcast Auxiliary Services (BAS). The FCC proposes to relocate BAS incumbents to the band 2110-2145 MHz and to force MSS licensees to pay the costs of this relocation.

The 2110-2145 MHz band, however, is currently used by common carrier fixed microwave services and private operational-fixed microwave services. In its Notice, the FCC stated that it believes that sharing between BAS and these fixed microwave services is not feasible. Therefore, before the BAS licensees can be moved into this band, the incumbent fixed microwave service licensees must be moved out.

Like the 2110-2145 MHz band, the 2165-2200 MHz band also is currently used by common carrier and private operational-fixed microwave services. They also must be moved before the band can be used by MSS providers.

The MSS providers would be required to pay the incumbents' relocation expenses, build new facilities for the incumbents, and demonstrate that these new facilities are "comparable" to the incumbents' former facilities. The new facilities would be built and tested by the MSS provider before relocation would occur. Should the new facilities prove within one year not to be equivalent in every respect to the former facilities, the MSS provider would have to pay to return the incumbent to its former facilities until full equivalency is attained.

Note that MSS providers would be forced to finance the relocations of both incumbent BAS licensees and fixed microwave licensees. The Notice is not clear on the time frame, but sources at the FCC indicate that there would be a three year negotiation period similar to that provided licensees in the band 1850-1990 MHz.

In a footnote, the FCC proposed to eliminate primary license status after January 1, 1997, for licensees in the Private Operational-Fixed Microwave Service that are notified of a request for mandatory relocation. This is a significant departure from the policy that now governs the relocation of microwave incumbents to make room for PCS. Those licensees will not lose their primary status until their comparable facilities have been built and tested.

The FCC proposes to award the new MSS licenses through competitive auctions, utilizing simultaneous multiple round bidding. ♦

For further information contact the editor:
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Understanding Voluntary Negotiations

Q. ***If "comparable facilities" are not being negotiated during this voluntary negotiation period, what is?***

A. *Among other things, the price for the incumbent's early and voluntary departure from the 2 GHz band.*

Q. ***Do I have to negotiate with the agent of the PCS auction winner if I am contacted?***

A. *No. Negotiations are not required during the voluntary negotiation period. A mandatory negotiation period will follow the voluntary negotiation period.*

Q. ***If I choose to negotiate, do I still have the right to comparable facilities?***

A. *Comparable facilities is your worst-case scenario. Even if you are eventually relocated involuntarily, you are always entitled to comparable facilities. If you relocate voluntarily, you are entitled to anything that is mutually agreeable.*

Q. ***Does that include upgraded, digital facilities?***

A. *It can include upgraded, digital facilities, dedicated wire-line facilities, fiber-optic facilities, or no facilities, that is, a cash payment — whatever you both agree to.*

Q. ***Why would a PCS licensee agree to give us more than "comparable facilities" when they don't have to?***

A. *Some PCS licensees, especially those in major markets, may be willing to give you an incentive in return for your agreement to vacate the 2 GHz band early.*

Q. ***Can I demand to be relocated early?***

A. *No. The PCS auction winner is in control of the timing of the negotiations. In fact, PCS auction winners may never initiate negotiations if they believe that their systems can be engineered in such a way as to not cause interference to your microwave system. However, they would be required to send you "prior coordination notices" if they are going to try to engineer around your microwave system.*

Q. ***If we don't agree to relocate early, don't we risk the unavailability of microwave channels in the 6 GHz band to accommodate our new system?***

A. *Yes, but it is not your problem; it is the PCS licensee's problem. The PCS licensee will always have the burden to provide you with comparable facilities if you are required to relocate. If they cannot do so, you do not have to move. You cannot be accused of failing to bargain in good faith if you do not negotiate during the voluntary period.*

Q. ***If we strike a deal for early and voluntary departure from the 2 GHz band, do we still have the right to be relocated back to the 2 GHz band within a year if our new system is not satisfactory?***

A. *Not necessarily. The right to be relocated back to the 2 GHz band applies only to an involuntary relocation. In the voluntary negotiations, you do not have the right to be relocated back to the 2 GHz band unless you negotiate it.*

Q. ***So giving up the relocation right is another reason why the PCS licensee might be willing to give us more than "comparable facilities?"***

A. *Precisely.*

"...this initial voluntary negotiation period is not about engineering or 'comparable facilities.' It is about the marketplace."

- Lead Story

Congress Enacts Last Minute Tax Measure

2 GHz Microwave Incumbents Could Benefit From Tax Break

by Tamara Y. Davis

As part of a package of last minute tax measures, Congress has authorized the Federal Communications Commission (FCC) to issue Tax Certificates to 2 GHz microwave incumbent licensees who enter into voluntary negotiations for the relocation of their microwave facilities. The authority for issuance of Tax Certificates to 2 GHz microwave incumbents is now contained in Section 1033 of the Tax Code.

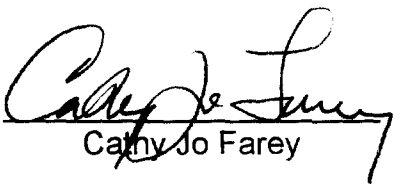
This action permits tax-free treatment for transactions between PCS licensees and incumbent microwave operators who voluntarily move from the 2 GHz band. Since relocation to different frequency bands (or other media) is necessary to clear the band for PCS technology, Congress classified such transactions as "involuntary conversions" within the meaning of Section 1033 of the Tax Code.

Section 1033 permits a taxpayer to defer any gain on property sold or exchanged as a result of an involuntary conversion. To defer the gain, the transaction between a microwave incumbent and an A or B Block PCS auction winner must occur before March 13, 1998. The taxpayer must: (1) reinvest the proceeds of the transaction in property which is similar to or related in service or use to the property which was converted; (2) obtain a certificate from the FCC, clearly identifying the property, and showing that the transaction was necessary or appropriate to effectuate the FCC's microwave relocation policy; and (3) file a statement electing this tax treatment in the year the sale or exchange occurred. The election must be filed at the time of the sale and cannot be filed as part of an amended return.

Depending on the age of a company's 2 GHz microwave facilities and its treatment of depreciable property, its 2 GHz facilities may already be fully depreciated. Without this relief, any value received for the system would be treated and taxed as a capital gain. ♦

CERTIFICATE OF SERVICE

I, Cathy Jo Farey, do hereby certify that copies of the foregoing Reply Comments of Pacific Bell Mobile Services were mailed this 30th day of June, 1995, via first class United States mail, postage prepaid to the parties on the attached service list.



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